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THE LAW SCHOOL. — No changes are to be recorded this year in the personnel of the faculty except in the extra courses. Mr. Charles J. Hughes, Jr., of Denver, Colorado, will give a course on the Law of Mining and Irrigation; Mr. Jeremiah Smith, Jr., son of Professor Smith, will conduct the course on Massachusetts Practice; and Professor Winter's absence in Europe will leave Mr. Willard in charge of the courses on Forensic Discussion and Voice Training. Professor Strobel and Assistant Professor Westengard are still on leave of absence in Siam. The changes in the curriculum are few. Assistant Professor Warren is conducting the entire course of Property II, instead of dividing it with Professor Beale, as last year. Constitutional Law will again be given by Professor Wambaugh, but as a whole course this year. Both Quasi Contracts and Admiralty are announced, the former to be conducted by Dean Ames, the latter by some one not yet determined upon. Dean Ames has prepared a new edition of his Cases on Pleading, and Professor Williston of his Cases on Sales, both books being in use this year in their respective courses.

The enrollment at the School on October 15th showed a decrease over that of last year. Statistics will be given in the December number.

CONSTRUCTIVE EVICTION. — The term eviction, originally confined to the dispossession of the tenant by process of law, was soon extended to any expulsion of the tenant by the landlord from actual possession of the demised premises. Later the courts recognized that certain acts of the landlord, while not depriving the tenant of actual possession of the prem-

ises, did prevent his possessing the beneficial use of them.[1] To cover these cases the doctrine of constructive eviction was established, allowing the same remedies as actual eviction. The determination of what acts amount to constructive eviction must depend on what rights rest in the tenant as against the landlord, and what acts of the landlord so violate these rights that the remedies furnished for actual eviction — suspension of rent and liability of the landlord in damages — seem desirable. By a lease, the tenant acquires, in general, a right as against the landlord to the possession of the premises in their present condition. Hence, when the landlord does any act on the premises leased,[2] or even as owner of those premises,[3] which substantially injures them for the tenant's uses, the remedies for actual eviction appear necessary, and constructive eviction is held to have taken place. The same reasoning applies where easements leased as part of the premises are disturbed by the landlord;[4] also where water, artificial light, or power hitherto transmitted to the leased premises from without is cut off by the landlord, since the use of the water, light or power is a privilege which constitutes a part of the demised premises.[5]

If, however, the landlord owns also adjacent premises and by virtue of his ownership of them does acts which substantially impair the tenant's use of the leased land, the courts seem to have established a distinction.[6] Assuming that, in general, a lease gives to the tenant only rights connected with the land leased, and does not impose purely personal obligations on the landlord, they reach the conclusion that if a person who has leased to a tenant one plot of ground, does an act solely as owner of adjacent premises, which injures the tenant's use of his land but does not violate a general property right, no right of the tenant has been infringed. Thus the courts have held that no constructive eviction takes place where the erection of a building on the landlord's adjoining lot shuts off the tenant's light and air.[7] The Washington supreme court recently reached the same result in a case where the landlord of premises leased for a saloon, through his ownership of adjoining premises, prevented the tenant from obtaining the necessary license. *Kellogg* v. *Lowe*, 80 Pac. Rep. 458. When, however, the act of the landlord, as owner of the adjacent lands, works substantial injury and violates a general property right of the tenant, — that is, if the tenant would have a right of action against the adjacent owner, were he a third person, — some courts have held it a constructive eviction.[8] On the reasoning of the cases just discussed, this result could not be reached, since the landlord only can evict, and the landlord, as such, has done no injurious act. These decisions can perhaps be accounted for by the fact that the courts were more inclined to grant the remedies incident to eviction, where if allowed they would be merely alternative to those called forth by an unquestioned legal wrong.

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[1] Dyett *v.* Pendleton, 8 Cow. (N. Y.) 727; Edgerton *v.* Page, 20 N. Y. 281.
[2] Cohen *v.* Dupont, 1 Sandf (N. Y.) 260; Skally *v.* Shute, 132 Mass. 367.
[3] Grabenhorst *v.* Nicodemus, 42 Md. 236.
[4] The People *ex rel.* Murphy *v.* Gedney, 10 Hun (N. Y.) 151. See Patterson *v.* Graham, 40 Ill. App. 399. *Cf.* Williams *v.* Hayward, 1 E. & E. 1040.
[5] Germania Fire Insurance Co. *v.* Myers, 4 Lanc. Law Rev. 151; Brown *v.* Holyoke Water Power Co., 152 Mass. 463.
[6] See Doyle *v.* Lord, 64 N. Y. 432, 439.
[7] Palmer *v.* Wetmore, 2 Sandf. (N. Y.) 316; Solomon *v.* Fantozzi, 86 N. Y. Supp. 754.
[8] Dyett *v.* Pendleton, 8 Cow. (N. Y.) 727; Jay *v.* Bennett, 4 Col. App. 252.